

TIME BROKERAGE AGREEMENT

This TIME BROKERAGE AGREEMENT (this "Agreement") is made as of August 5, 2011 by and among CBS Radio East Inc. ("CBS East"), CBS Radio Inc. (together with CBS East, "Owner"), and CINEMAYA MEDIA, INC., a New York corporation ("Programmer").

Recitals

A. Owner owns the following radio station (the "Station") pursuant to a license issued by the Federal Communications Commission ("FCC"):

KFRC(AM), Facility ID No. 25458, 1550 Licensed to San Francisco, CA

B. Owner desires to obtain programming for the Station, and Programmer desires to provide programming for broadcast on the Station on the terms set forth in this Agreement.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Term. The term of this Agreement (the "Term") will
unless earlier terminated in accordance with the terms of
this Agreement.

2. Programming. During the Term, Programmer shall purchase from Owner airtime on the Station for the price and on the terms specified below, and shall transmit to Owner programming and content that it produces, licenses or owns (the "Program" or "Programs") for broadcast on the Station One Hundred Sixty-Eight (168) hours per week except for: (a) downtime occasioned by routine maintenance consistent with prior practice; (b) the period from 6:00 a.m. to 7:00 a.m. each Sunday morning and any other times mutually agreeable to Owner and Programmer during which time Owner may broadcast programming designed to address the concerns, needs and issues of the Station's listeners; (c) times when Programmer's programs are not accepted or are preempted by Owner in accordance with this Agreement; and (d) times when the Station is not broadcasting because of Force Majeure Events (the "Broadcasting Period"). Programmer will transmit, at its own cost, the Programs to the Station's main studio site in a manner that ensures that the Programs meet technical and quality standards at least equal to those of the Station's broadcasts prior to commencement of the Term. Except for blocks of time which constitute no more than 2 hours per day of Programmer's purchased airtime, Programmer shall not broker, and the Programs shall not include, blocks of time from a third party without the prior written consent of Owner. For the avoidance of doubt, Programmer shall ensure that all Programs, including any third party blocks of time (whether or not consented to by Owner), conform to all agreements, broadcasting policies, laws and rules as provided herein.

3. Broadcasting. In return for the payments to be made by Programmer hereunder, during the Term, Owner shall broadcast the Programs, subject to the provisions of this Agreement.

4. Advertising. During the Term (subject to Section 9(b)), Programmer will be exclusively responsible for the sale of advertising on the Station during the Broadcasting Period and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all such collections. All contracts for advertising on the Station which may be entered into by Programmer shall terminate upon the termination of this Agreement. Programmer may employ and shall be responsible for the salaries, benefits, employer taxes, insurance and related costs of employment of personnel for the sale of advertising time and for the collection of accounts receivable with respect to commercial advertisements broadcast on the Station. For the avoidance of doubt, Programmer shall be exclusively responsible for all traffic services related to the Programs (i.e., the commercial advertisements sold by Programmer shall be included in the Programs delivered to Owner).

5. Payments. For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Owner as set forth on *Schedule A* attached hereto.

6. Deposit. Programmer shall maintain with Owner a deposit of _____ from the execution date of this Agreement through the end of the Term. The Deposit is to be paid in cash to an account designated by Owner via wire transfer simultaneously with the execution of this Agreement. Upon termination of this Agreement following the occurrence of any Event of Default by Programmer, the entire amount of the Deposit shall be forfeited to Owner. Upon termination of this Agreement for any other reason, the entire amount of the Deposit shall be immediately returned to Programmer. The Deposit does not constitute liquidated damages in the event Owner suffers loss or damage as a result of Programmer's action or inaction.

7. Control.

(a) Notwithstanding anything to the contrary in this Agreement, Owner shall have full authority, power and control over the operation of the Station and over all persons working at the Station during the Term. Programmer acknowledges and agrees that Owner is and shall remain responsible for operating the Station in compliance with the rules, regulations and policies of the FCC and all other applicable laws. Without limiting the generality of the foregoing, Owner will: (i) employ a manager for the Station, who will report and be solely accountable to Owner and will direct the day-to-day operations of the Station, and who shall have no employment, consulting, or other relationship with Programmer, (ii) employ a second employee for the Station, who will report and be solely accountable to the manager, and (iii) retain control over the policies, programming and operations of the Station. At no time during the Term shall Programmer or its employees or agents represent, hold out, describe or portray Programmer as the licensee or owner of the Station.

(b) Nothing contained herein shall prevent Owner from (i) rejecting or refusing Programs which Owner reasonably believes in its sole and good faith discretion to be contrary to the public interest, the Communications Act of 1934, as amended (the "Communications Act"), or the FCC's rules, regulations and policies (the "Rules," and together with the Communications Act, the "Communications Laws") or (ii) substituting programs which Owner reasonably believes in its sole and good faith discretion to be of greater local, regional or national interest or significance, or which are designed to address the problems, needs and interests of the local communities, or to use part or all of the hours of operation of the Station for the broadcast of events of special importance. Without limiting the preceding sentence, Owner reserves the right to (A) refuse to broadcast any Program containing content which Owner reasonably believes in its sole and good faith discretion believes, or may be determined by the FCC or any court or other regulatory body with authority over Owner or the Station to, violate any right of any third party, constitute a personal attack or be defamatory, indecent, obscene, profane or which does not meet the requirements of the Communications Laws or the Program Standards (defined below) or is otherwise in violation of any law or contrary to the public interest, (B) preempt any Program in the event of a local, state, or national emergency, or (C) delete any commercial announcements that do not comply with the requirements of the FCC's sponsorship identification policy. Programmer will immediately serve Owner with notice and a copy of any letters it receives from a member of the public concerning any Program for Owner review and inclusion in its public inspection file at sole the discretion of Owner. In furtherance of the foregoing, Owner may take any other actions necessary to ensure the Station operations comply with the laws of the United States, the laws of the state of California, the Communications Laws (including the prohibition on unauthorized transfers of control), and the rules, regulations and policies of other federal government authorities, including the Federal Trade Commission and the Department of Justice. Owner may preempt, reject or otherwise refuse to broadcast any Program under this Section 7(b) without reduction or offset in the payments due Owner under this Agreement; however, Owner expressly agrees that its right of preemption shall not be exercised for the commercial purposes of Owner.

(c) Programmer shall cooperate with Owner to ensure that EAS transmissions are properly performed in accordance with Owner's instructions.

8. Compliance with Copyright Act; Music License Fees. Programmer shall obtain and maintain music licenses with the applicable music licensing organizations, including ASCAP, BMI and SESAC. Programmer shall be responsible for timely paying all costs, including fees to ASCAP, BMI and SESAC, attributable to the Programs that are delivered by Programmer for broadcast on the Station. All Programs, including music supplied therein, supplied by the Programmer shall be (i) licensed by a music licensing agent such as ASCAP, BMI, or SESAC, as appropriate, (ii) in the public domain or (iii) cleared at the source by Programmer. Owner shall not be obligated to pay any music licensing fees or other similar expenses required in connection with the material broadcast by Programmer on the Station. Programmer shall not broadcast any material on the Station in violation of the Copyright Act or the rights of any person.

9. Programs.

(a) Programmer shall ensure that the contents of the Programs (i) conform to all Communications Laws and the "Program Standards" attached hereto as *Schedule B* and all other laws or regulations applicable to the broadcast of programming by the Station and (ii) contain matters responsive to issues of public concern in the local communities, as those issues are made known to Programmer by Owner. Programmer shall not air any contests, sweepstakes, advertisements that pertain to gambling or political spots during any Program without Owner's prior written consent. Programmer shall consult with Owner in the selection of the Programs to ensure that the Programs' content conforms to obligations set forth in this Agreement. In addition, Programmer shall, upon request by Owner, provide (i) information about Programming that is responsive to the public needs and interests of the area served by the Station, so as to assist Owner in the preparation of any required programming reports, and (ii) other information to enable Owner to prepare other records, reports and logs required by the FCC or other local, state or federal governmental agencies. Owner may amend or update the Program Standards in its sole discretion notwithstanding anything in Section 19 to the contrary. Any violation of subsection (i) of the first sentence of this Section 9(a) in the reasonable determination of Owner in consultation with counsel shall be deemed an incurable Event of Default.

(b) Owner shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC. During the Term, Programmer shall cooperate with Owner as Owner complies with its political broadcast responsibilities, and shall supply such information promptly to Owner as may be necessary to comply with the political broadcasting provisions of the FCC's rules, the Communications Act of 1934, as amended, and federal election laws. Programmer shall release advertising availabilities during the Broadcasting Period to Owner as necessary to permit Owner to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Owner as a result of any such release of advertising time shall promptly be remitted to Programmer. Programmer agrees that it will not accept any consideration, compensation, gift or gratuity of any kind whatsoever, regardless of its value or form, including, but not limited to, a commission, discount, bonus, material, supplies or other merchandise, services or labor (collectively "Consideration"), whether or not pursuant to written contracts or agreements, unless the payer is identified in the program for which Consideration was provided as having paid for or furnished such Consideration, in accordance with applicable law and the rules of the FCC. Programmer shall at all times comply with the requirements of Sections 317 and 507 of the Communications Act and the related FCC rules.

(c) Programmer's content is to be principally in the languages of the Indian Sub-Continent, including (without limitation) Hindi, Bangla, Sinhalese, Nepali, Fijian and all Indian regional languages including but not limited to, Telugu, Tamil, Bengali, Gujarati, Punjabi, Kashmiri, and Marathi. Owner may retain an interpreter or translator, at its own expense, to preview (if prerecorded) or to randomly monitor the broadcast of such non-English content, and may request that Programmer provide summaries or transcripts of such content, translated into English.

(d) Owner may review, on a confidential basis, any programming material relating to Programs as it may reasonably request, solely for the purpose of reviewing the Programmer's compliance with applicable laws and regulations and Station policies. Any material requested by Owner shall be delivered to the Station at least twenty-four (24) hours before the next broadcast relating to such material. Any material deviation when a Program is actually broadcast from the information provided about a Program prior to broadcast, without Owner's prior consent, shall be deemed an incurable Event of Default. In addition, Programmer shall promptly (but no later than 3 days following receipt thereof) provide Owner with copies of all correspondence received by Programmer relating to the Station's broadcasts and Programming from any federal, state or local government or regulatory entity or member of the public.

(e) Programmer agrees to deliver to Owner within three (3) business days of Owner's written request, a certification from a senior executive officer of Programmer certifying that (a) all Programs comply with the requirements of this Agreement, including the relevant Program Standards, (b) Programmer has complied with each of its obligations under this Agreement, including without limitation Section 9(b), (c) Programmer has made each of its content providers, if any, aware of the Program Standards, and (d) the Programmer has not received notice and does not otherwise possess information or knowledge of any allegation, action, claim, or enforcement proceeding related to offensive, deceptive, fraudulent, or illegal activities that has been made, lodged, or filed against any individual or entity whose program material the Programmer has used in any Program.

10. Expenses. During the Term, Programmer will be solely responsible for (i) the salaries, taxes, insurance and other costs for all personnel and facilities used in the production or licensing of the Programs supplied to Owner and in fulfillment of its rights and obligations under this Agreement, (ii) program license costs, including the costs described in Section 8 and (iii) the costs of delivering the Programs to Owner. Owner will pay for its employees contemplated by Section 7, maintenance of all Owner's studio and transmitter equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law, and all utilities supplied to its main studio and transmitter sites. Owner will provide all personnel necessary for the broadcast transmission of the Programs (once received at its main studio site) and will be responsible for the salaries, taxes, insurance and related costs for all such personnel used in connection therewith.

11. Call Signs. During the Term, Owner will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station. Programmer, on behalf of Owner, shall include in the Programs the station identification announcements at the beginning of each hour to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC. Programmer is authorized to use such call letters of the Station in its Programs as reasonably necessary and, upon Owner's prior written consent (which shall not be unreasonably withheld, delayed or conditioned), in any promotional material in any media used in connection with the Programs. Programmer acknowledges that prior to or during the Term Owner may change the call letters of the Station and any reference to "call letters" hereunder shall be to the then current call letters of the Station.

12. Facilities. Subject to Section 14(d), during the Term, Owner shall maintain the operating power of the Station and shall repair and maintain the Station's towers and transmitter sites and equipment consistent with its past practice.

13. Representations. Programmer and Owner each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the jurisdiction of its organization and is qualified to do business in all jurisdictions where the nature of its business requires such qualification, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

14. Events of Default; Termination.

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to timely make any payment required under this Agreement ("Payment Default"); (ii) Programmer fails to observe or perform any other obligation contained in this Agreement in any material respect; or (iii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by Owner under this Agreement: (i) Owner fails to observe or perform any obligation contained in this Agreement in any material respect; or (ii) Owner breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, (i) any Event of Default that is a Payment Default will not be deemed to have occurred until five (5) business days after Owner has provided Programmer with written notice specifying the Payment Default and such Payment Default remains uncured, and (ii) any Event of Default that is not a Payment Default and that is capable of being cured will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of a curable Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party. Upon the occurrence of an incurable Event of Default, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

(d) The failure of Owner to broadcast the Programs due to (i) facility maintenance, repair or modification ("Repair Event") or (ii) any reason out of Owner's reasonable control (a "Force Majeure Event"), shall not constitute a breach of this Agreement, nor an Event of Default, by Owner, and Owner shall not be liable to Programmer therefor; provided, however, that Programmer shall receive a pro rata credit for the fees that it has paid to Owner under this Agreement in accordance with the rates set forth on Schedule A for any time the Programs are not broadcast on the Station due to a Repair Event or Force Majeure Event. Notwithstanding the foregoing, Programmer shall not receive a pro rata credit for a Repair Event

that occurs between the hours of 12:00 A.M. and 5 A.M. In the event of a Force Majeure Event, Owner may terminate this Agreement effective immediately upon written notice to Programmer.

(e) In connection with a Station Transfer (as defined below), Owner may terminate this Agreement upon written notice to Programmer, such notice to be delivered to Programmer as soon as practicable but in any event no less than forty-five (45) days in advance of the effective date of termination.

(f) If this Agreement is terminated, the parties agree to cooperate with one another and to take all actions necessary to rescind this Agreement and return the parties to the *status quo ante*. Termination of this Agreement shall not relieve any party from liability for breach of this Agreement.

15. Indemnification. (a) Programmer shall indemnify, defend, protect and hold harmless Owner and Owner's shareholders, officers, directors, employees, agents, partners, affiliates, successors and assigns from and against all losses and claims (including costs of investigation and defense and attorneys' and other professionals' fees) arising from or relating to (i) the Programmer's use of the Station, (ii) Programmer's breach of any representation, warranty, covenant or other agreement hereunder, (iii) as provided for in Section 23 or (iv) Programmer's transmission of Programs or the Station's signal over the World Wide Web or any other technology in accordance with Section 25. Without limitation of the generality of the preceding sentence, Programmer will indemnify and hold Owner and Owner's shareholders, officers, directors, employees, agents, partners and affiliates harmless from and against all liability arising from or relating to the Programs, including without limitation liability for libel, slander, infringement of copyright or other intellectual property right (including music licensing rights), violation of rights of privacy or proprietary rights or violation of FCC rules, regulations or policy or applicable law, and for any other claims of any nature, including without limitation any investigation or fines or forfeiture imposed by the FCC for violation of any FCC rule, regulation or policy, including without limitation, those relating to lotteries or games of chance, obscenity or indecency, broadcast hoaxes, "personal attacks," or the adequacy of sponsorship identification. For the avoidance of doubt, neither Owner's obligation to operate the Station in compliance with the rules, regulations and policies of the FCC and all other applicable laws, nor Owner's right to review the Programs, nor Owner's review of the Programs, shall relieve or limit Programmer's indemnification obligations under this Section 15(a).

(b) Except for matters for which Programmer is indemnifying Owner hereunder, Owner shall indemnify, defend, protect and hold harmless Programmer and Programmer's shareholders, officers, directors, employees, agents, partners, affiliates, successors and assigns from and against all losses and claims (including costs of investigation and defense and attorneys' and other professionals' fees) arising from or relating to (i) Owner's breach of any representation, warranty, covenant or other agreement hereunder, or (ii) any programming provided by Owner for broadcast on the Station. Without limitation of the generality of the preceding sentence, Owner will indemnify and hold Programmer and Programmer's shareholders, officers, directors, employees, agents, partners and affiliates harmless from and against all liability arising from or relating to the programming provided by Owner on the Station (if any), including without limitation liability for libel, slander, infringement of copyright or other

intellectual property right (including music licensing rights), violation of rights of privacy or proprietary rights or violation of FCC rules, regulations or policy or applicable law, and for any other claims of any nature, including without limitation any investigation or fines or forfeiture imposed by the FCC for violation of any FCC rule, regulation or policy, including without limitation, those relating to lotteries or games of chance, obscenity or indecency, broadcast hoaxes, "personal attacks," or the adequacy of sponsorship identification.

16. Assignment. Owner may assign this Agreement to an affiliate without the consent of Programmer provided Owner provides Programmer with prompt written notice thereof. Owner may assign all or the relevant portion of this Agreement without the consent of Programmer in connection with the transfer of the FCC license for the Station or all or substantially all of the assets of the Station ("Station Transfer"), including a collateral assignment to any lender or other person providing financing to the Owner or the Owner's affiliates. Neither Owner nor Programmer may otherwise assign this Agreement without the prior written consent of the other party. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns. Assignment of this Agreement pursuant to a Station Transfer shall relieve Owner of any obligation or liability under this Agreement with respect to the Station. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

17. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Owner may file a copy of this Agreement with the FCC, and that Owner shall place a copy of this Agreement in the Station's public inspection file.

18. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Programmer:

CineMaya Media, Inc.
40 West 39th St.
5th Floor
New York, NY 10018
Attention: CEO
Fax: 212 504 3138

if to Owner:

CBS Radio Inc.
40 W. 57th Street
New York, NY 10019
Attention: General Counsel
Fax: (646) 328-0287

19. Miscellaneous.

(a) This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. Faxed or scanned (e.g., PDF) copies of this Agreement and faxed or scanned (e.g., PDF) signature pages shall be binding and effective as to all parties and may be used in lieu of the original Agreement, and, in particular, in lieu of original signatures, for any purpose whatsoever. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of California without giving effect to the choice of law provisions thereof. The parties hereby agree that any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the City of Los Angeles, irrevocably submit to the exclusive jurisdiction of any such court and waive any objection that such party may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agree not to plead or claim the same. Each party agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING WITH RESPECT TO ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to the subject matter hereof.

(b) No failure or delay on the part of Owner or Programmer in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties to this Agreement are cumulative and are not exclusive of any right or remedies which either may otherwise have.

(c) The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

20. Certifications.

(a) Owner certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Station's finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

(b) The parties acknowledge that Owner is subject to the terms of an Assurance of Discontinuance pursuant to Executive Law § 63(15) with the New York State Attorney General and associated Business Practices (the "Settlement"), which is scheduled to expire on October 16, 2011. During any period of the Term in which the Settlement remains in effect, Programmer shall reasonably cooperate with Owner's compliance with the Settlement by (i) instructing its employees to continue to follow the terms and conditions of such Settlement consistent with the past practices of Owner, (ii) participating in any Owner-conducted employee training program on the subjects of payola, plugola or sponsorship identification; (iii) obtaining Owner's approval before accepting any item of value (including but not limited to tickets, gifts, and trips but excluding consideration paid for advertising time and promotional campaigns that would comply with FCC's rules on sponsorship identification, and subject to compliance with the Settlement) received from a record label, artist or independent promoter; and (iv) providing to Owner notice of any item of value received by Programmer from a record label, artist or independent promoter; provided that Owner shall reimburse Programmer for its reasonable and documented out-of-pocket expenses incurred in connection with such cooperation. Owner shall be afforded reasonable access to the Programmer's records and personnel in connection with compliance with the Settlement.

(c) In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Programmer agrees that it shall not discriminate in any contract for advertising on the Station on the basis of race or gender, and all such contracts shall be evaluated, negotiated and completed without regard to race or gender. Programmer shall include a clause to such effect in all contracts for advertising on the Station, and if requested shall promptly provide Owner written confirmation of compliance with such requirement.

21. Intentionally Omitted.

22.

23. Transition Period. Programmer shall build and maintain its own broadcasting studios at its own expense, and will transmit its programming content to Owner's studios electronically. However, as it is in the interests of both parties to commence Programmer's broadcast of the Programs at the earliest possible date, Owner will allow Programmer the use of a broadcast studio at Owner's existing studio facility for the Station in San Francisco (for purposes of providing the Programs and for no other purpose) for a period beginning on September 1, 2011 and ending on October 31, 2011. Programmer may only use such designated space and may use no other space at Owner's studio facilities. Programmer shall not allow any other persons other than its employees to enter Owner's studio facilities without the express prior permission of Owner. When on Owner's premises, Programmer's personnel shall be subject to the direction and control of Owner's management personnel and shall (i) take reasonable care of the studio facility and equipment, (ii) comply with any rules and regulations enacted by any landlord for the building housing the studio facility, (iii) not act contrary to the terms of any lease for the premises (provided that Programmer has received a true and complete copy of such lease) and (iv) not unreasonably interfere with the business and operation of Owner's stations or Owner's use of such premises. There will be no charge for Programmer's use of this studio, except for any costs Owner may incur in having its staff stay evening hours. Programmer agrees to take reasonable care of the studio equipment and facilities. If Owner must incur additional personnel costs to accommodate Programmer during evening hours, these additional costs will be billed to Programmer on a 'net thirty days' basis at the end of every month and Programmer will remit in a timely manner. Programmer agrees to be responsible for any costs incurred in replacement or repair of equipment used by Programmer during this use of Owner's studio if such repair or replacement is as a result of Programmer's abuse (or loss) of this equipment. Repair or replacement of equipment which, at the discretion of the Owner's Chief Engineer, would have been required anyway because of normal wear and usage, shall be at Owner's expense. Programmer further agrees to indemnify and hold harmless Owner and its affiliates from any and all liability and claims for damages for injuries to or death of persons and for damages to property arising out of the use and/or occupancy of Owner's premises by Programmer or its affiliates, employees or agents.

24. Insurance. Programmer shall at all times during the Term of this Agreement, at its own cost and expense, carry and maintain the following insurance coverage:

(a) Statutory Workers' Compensation including Employer's Liability Insurance, subject to statutory limits, affording coverage under the Workers Compensation laws of the state of California. Programmer will cause, if allowed by law, its workers' compensation carrier to waive insurers right of subrogation with respect to the Station, CBS Radio Inc., CBS Corporation, and all of their respective partners and affiliated companies.

(b) Commercial General Liability Insurance for limits of not less than \$2,000,000.00 per occurrence Bodily Injury and Property Damage combined; \$2,000,000.00 per occurrence Personal and Advertising Injury; \$2,000,000.00 aggregate Products and Completed Operations Liability; \$200,000.00 Fire Legal Liability, and \$2,000,000.00 general aggregate limit per event.

(c) Automobile Liability Insurance with a limit of not less than \$1,000,000.00 combined and covering all owned non-owned and hired vehicles.

(d) Errors and Omissions/Professional Liability insurance covering errors and omissions of the Programmer with limits of not less than Five Million Dollars (\$5,000,000) per occurrence and endorsed to provide coverage for contractual liability with respect to liability assumed by Programmer hereunder. Such insurance shall provide an extended claims reporting period of not less than three (3) years after the termination of this Agreement.

(e) Umbrella Liability Insurance at not less than \$4,000,000.00 limit providing excess coverage over all limits and coverages noted in paragraphs (b) and (c) and (d) above. This policy shall be written on an occurrence basis.

(f) The policies under (b), (c), (d) and (e) above shall be endorsed to name CBS Radio Inc., Station KFRC(AM), CBS Corporation and their respective partners, subsidiaries and affiliates as "Additional Insureds" with respect to the liabilities assumed herein by Programmer. Further, coverage for the "Additional Insured" will apply on a primary basis irrespective of any other insurance, whether collectible or not. Should any additional premium be charged for such coverages or waivers, Programmer will be responsible to pay said additional premium charge to its insurer. The insurance obligations stated herein are independent of, and shall not be limited by the terms and conditions of this Agreement.

(g) Programmer will deliver to Owner satisfactory evidence of the aforescribed insurance coverage on a certificate form approved by Owner or, if required, copies of the policies. All required insurance will be placed with carriers licensed to do business in the state where the Station is located and rated no lower than A- in the most current edition of A.M. Best's Property Casualty Key Rating Guide and will provide thirty (30) days written notice of cancellation or non-renewal which notice shall be forwarded to Owner.

25. Internet Streaming. Programmer may stream Programs or the Station's signal over the internet via the World Wide Web or any other technology known or yet unknown; provided, however, that Programmer may not (i) use Owner's call sign or trademarks or other identifying names or marks associated with the Station and (ii) stream or transmit any content

produced by, or proprietary to, Owner, including: Station Identifications, Public Service Announcements, Public Affairs Programming EAS tests or alarms or any other public announcements Owner may make in performance of its duties hereunder or under its FCC license. Programmer shall obtain and maintain music licenses with the applicable music licensing organizations, including SoundExchange, and shall be responsible for timely paying all costs attributable to the Programs that are delivered by Programmer by any means permitted in this Section 25.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO TIME BROKERAGE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

PROGRAMMER:

CINEMAYA MEDIA, INC.

By: _____
Name: _____
Title: _____

OWNER:

CBS Radio East Inc.

By: Anton Guitano 9/5/11
Name: Anton Guitano
Title: Chief Financial Officer

CBS Radio Inc.


By: Anton Guitano 9/5/11
Name: Anton Guitano
Title: Chief Financial Officer

SIGNATURE PAGE TO TIME BROKERAGE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

PROGRAMMER:

CINEMAYA MEDIA, INC.

By: 
Name: SUNIL K. HALI
Title: CEO & CHAIRMAN

OWNER:

CBS Radio East Inc.

By: _____
Name: _____
Title: _____

CBS Radio Inc.

By: _____
Name: _____
Title: _____

SCHEDULE A
TO TIME BROKERAGE AGREEMENT

[REDACTED]

SCHEDULE B
TO TIME BROKERAGE AGREEMENT

[REDACTED]